



**THE CITY OF NEW YORK
LAW DEPARTMENT**

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August 4, 2011

VIA ECF AND HAND DELIVERY

Honorable Nina Gershon
United States District Judge
Eastern District of New York
225 Cadman Plaza East
Brooklyn, NY 11201

Re: Dena Galloway-Crawford, et al. v. City of New York, et al.,
10-CV-4915 (NG) (SMG)

Your Honor:

I am an Assistant Corporation Counsel in the office of Michael A. Cardozo, Corporation Counsel of the City of New York, representing defendant City of New York in the above-referenced matter. Defendant City writes respectfully on behalf of the parties to inform the Court that the parties have reached an agreement to settle this matter without further litigation.

To that end, enclosed herein for the Court's endorsement please find a fully executed Stipulation of Settlement and Order of Dismissal. The parties respectfully request that the status conference in this matter, currently scheduled for September 8, 2011, be adjourned, *sine die*.

Thank you for your consideration herein.

Respectfully submitted,

/s/
Max McCann
Assistant Corporation Counsel

Enc.

cc: Honorable Steven M. Gold (via ECF)
Rose Weber, Esq. (via ECF)

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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DENA GALLOWAY-CRAWFORD, Individually
and as Mother and Natural Guardian of A.C., an
infant under the age of eighteen years,

Plaintiffs,
-against-

THE CITY OF NEW YORK, DET. CHRISTOPHER
MITCHELL, LT. MICHEAL POWER, CAPT.
EDWARD WHITE, SGT. GEORGE SMITH, P.O.
NICHOLAS ALEXAKIS, DET. JUAN MORENO,
DET. PEDRO FLORES, P.O. LOUIS MEADE, DET.
STEPHEN JONES, DET. ARNOLDO MARTINEZ
and P.O. JOHN DOE and JANE DOE #1-10,
individually and in their official capacities, (the
names John and Jane Doe being fictitious, as the true
names are presently unknown),

Defendants.

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WHEREAS, plaintiffs commenced this action by filing a complaint on or about
October 26, 2010, alleging that the defendants violated plaintiffs' federal civil and state common
law rights; and

WHEREAS, defendant City of New York has denied any and all liability arising
out of plaintiffs' allegations; and

WHEREAS, plaintiff A.C. is no longer a minor; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation,
without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiffs have authorized their counsel to settle this matter on the
terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by

and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff Dena Galloway-Crawford the sum of Thirty-Nine Thousand (\$39,000.00) Dollars and plaintiff A.C. the sum of Thirty-Nine Thousand (\$39,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of these sums, plaintiffs agree to dismissal of all the claims against the defendants and to release the defendants, and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action that were or could have been alleged in this action, including claims for costs, expenses, and attorneys' fees.

3. Plaintiffs each shall execute and deliver to defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, plaintiffs shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiffs agree to hold harmless defendant regarding any liens or past and/or future Medicare payments, presently known or unknown, in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendant City reserves the right to issue a multiparty settlement check naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

ROSE WEBER
Attorney for Plaintiffs
225 Broadway, Suite 1607
New York, NY 10007

By: Rose M. Weber
Rose Weber
Attorney for Plaintiffs

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Defendant City
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New York, New York 10007

By: Max McCann
Max McCann
Assistant Corporation Counsel

SO ORDERED:

Dated: New York, New York
_____, 2011

HON. NINA GERSHON
UNITED STATES DISTRICT JUDGE